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OFFICE OF THE
EXECUTIVE SECRETARY
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VIA HAND DELIVERY

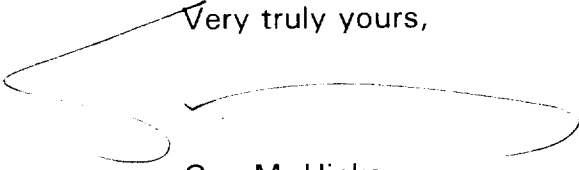
David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Complaint by AT&T Regarding the Delivery of Calling Name Services
by BellSouth Telecommunications, Inc.*
Docket No. 00-00971

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of BellSouth's Petition for Appeal from Initial Order of Hearing Officer. Copies of the enclosed are being provided to counsel of record for all parties.

Very truly yours,


Guy M. Hicks

GMH:ch
Enclosure

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Complaint by AT&T Regarding the Delivery of Calling Name Services
by BellSouth Telecommunications, Inc.*

Docket No. 00-00971

**PETITION FOR APPEAL FROM
INITIAL ORDER OF HEARING OFFICER**

BellSouth Telecommunications, Inc. ("BellSouth") respectfully submits its
Petition for Appeal of the Initial Order of the Hearing Officer.

I. STANDARD OF REVIEW

When the Authority appoints an employee to serve as a Hearing Examiner pursuant to T.C.A. § 65-2-111, it is the Directors who retain final decision-making authority. An employee appointed as Hearing Officer is authorized to "make a proposal for decision in writing" to the Authority, T.C.A. § 65-2-111, but before the Authority enters its final order, "the members thereof shall personally consider the entire record, or such portion thereof as may be cited by the parties, and shall makes its decision..." *Id.* As the Court of Appeals has noted in interpreting this statute and the analogous provisions of the Uniform Administrative Procedures Act,

The [Authority] is not simply acting as an error-correcting body when it reviews a proposed or initial order. It must personally review the relevant portions of the administrative record, and then it must reach its own decision.

Jackson Mobilphone Co. v. Public Service Commission, 876 S.W.2d 106, 111 (Tenn. Ct. App. 1994). BellSouth respectfully requests that the Directors give careful *de novo* consideration to this Petition. Since the Directors have not reviewed this matter, BellSouth is incorporating by reference the briefs it filed at the request of the Hearing Officer. (See Exhibit A, BellSouth's Brief on Threshold Issues and Exhibit B, BellSouth's Reply Brief)

II. BACKGROUND

At 3:25 p.m. on February 20, 2001, AT&T filed a Request for Emergency Assistance requesting assistance from the Authority "on the CNAM database issue which now effects another AT&T local service customer in Tennessee, Deloitte & Touche." (See Exhibit C.) The Request stated "this issue is immediate for Deloitte and Touche." Rather than availing itself of the mechanized interim solution offered by BellSouth and used successfully by other CLECs, AT&T sought immediate action from the Authority. "Because of the impact on Deloitte & Touch, AT&T requests that the TRA ... address this issue as soon as possible." (Request at 2.) AT&T, which had been well aware of the mechanized interim solution for weeks, refused to provide BellSouth information necessary to implement the solution for Deloitte & Touche. Instead, it declared an "emergency" and filed its request, arguing that BellSouth was refusing to implement the manual interim solution.

The Authority, without advance notice to BellSouth, took up the matter during its Agenda Conference the very next morning. The Directors evidently accepted AT&T's representation that the matter constituted an emergency. After

clarifying that AT&T's motion exaggerated the effort required to implement the mechanized solution, the Authority ordered that a conference with the Hearing Officer be scheduled that same afternoon to address the Request for Emergency Assistance.¹ (Tr. at 61, 66) During the agenda conference, the Hearing Officer was questioned by at least one of the Directors as to when a written order could be expected. (Tr. at 63).

At the conclusion of the conference before the Hearing Officer that afternoon, BellSouth agreed to manually load, at its expense, the calling name data.² BellSouth fulfilled its agreement. The data was available the following day. After BellSouth fulfilled its good faith agreement, it attempted repeatedly to contact AT&T to verify the status of the matter. Incredibly, AT&T has now acknowledged, more than three weeks later, that there was a problem with Deloitte & Touche's premise equipment. In addition, AT&T acknowledged "an issue with ADL [AT&T Digital Link Service] that prevents the calling name from being transmitted." Either of these problems would have prevented this customer's name information from being provided to BellSouth subscribers, regardless of whether or not the customer's name was in BellSouth's data base. It appears, therefore, that to the

¹ AT&T had claimed in its Request that "it is unreasonable and unacceptable to force AT&T to spend money, time and resource to develop a computer system that will be used only for less than two months." (Request at 1-2, emphasis added.) In response to questions from Director Malone, AT&T acknowledged that its reference to "computer system" was inaccurate. (Tr. at 61.)

² BellSouth stated at the afternoon conference that it would agree to do the manual loading for this particular customer based on AT&T's representation that the Deloitte & Touche matter was an emergency. (Tr. p. 3, lines 18-20)

extent that the situation AT&T used for purposes of goading BellSouth and the Authority into immediate action was an emergency at all, it was an emergency that was not created by BellSouth.

Nevertheless, the Hearing Officer entered an initial order in this docket merely one day after this hearing on AT&T's "emergency" request. This order requires BellSouth to

make the necessary network modifications to allow the calling party's name to be delivered on all calls regardless of the caller's choice of local service provider. These modifications must be completed throughout BellSouth's Tennessee network no later than April 6, 2001.

The order also requires BellSouth to

load the names and numbers of CLEC customers in its CNAM database within 48 hours of a written or electronic request by the CLEC until BellSouth makes the necessary network modifications to allow the calling party's name to be delivered on all calls regardless of the provider.

(See March 7, 2001 Initial Order of Hearing Officer at 16.) The basis for the Hearing Officer's orders was his finding that

... the number portability requirements found in the Telecom Act and FCC rules, as well as state statutes prohibiting anti-competitive practices require BellSouth, as well as all other local exchange carriers, to provide the network functions necessary to deliver the caller's name to its subscribers ... and that neither six-digit GTT nor the interim solution of loading CLEC numbers in BellSouth's CNAM database sufficiently satisfied these number portability obligations ...

(See Order at p.14.)

III. DISCUSSION

BellSouth's use of six-digit Global Title Translation ("6D-GTT") does not violate any number portability requirements. Nor does it violate state law. The premise for the Hearing Officer's decision is that BellSouth's failure to modify its systems to provide 10-D GTT results in service degradation for those CLEC customers with ported numbers. Contrary to the Hearing Officer's opinion, the service at issue is a BellSouth service sold to BellSouth subscribers. BellSouth sells to its customers a service called BellSouth Caller ID Deluxe, which displays the name of the calling party on the display unit of the BellSouth Caller ID Deluxe subscriber. This service is offered pursuant to BellSouth's tariff. BellSouth, however, does not sell to its subscribers a service that promises to deliver their names whenever they make an outgoing call. Apparently, AT&T does. Just because a CLEC may have chosen to market to their customers the delivery of their name whenever they call a party does not mean that BellSouth now has a legal obligation to implement 10D-GTT to facilitate the provision of that "service."

A. BellSouth's use of 6-digit Global Title Translation does not result in service degradation for CLEC customers with ported numbers.

The rationale behind the FCC's prohibition on service degradation or the loss of services when a customer ports his number to a CLEC is to ensure that the customer is able to enjoy the same service he enjoyed while with his previous service provider. For example, if a customer subscribed to Caller ID service while served by the incumbent, that customer must be able to obtain Caller ID service

from the new CLEC without any service degradation. Importantly, AT&T does not suggest that its customers with ported numbers are unable to receive any Caller ID service offered by AT&T because of BellSouth's actions. Nor does AT&T suggest that BellSouth sells to its subscribers placing outgoing calls the ability to deliver their names whenever they place a call. Instead, the service that BellSouth markets and sells to its subscribers is the ability to receive calling party name information as part of the BellSouth Caller ID Deluxe service. Accordingly, there has been no service degradation for those CLEC customers with ported numbers. Since there is no service degradation, the Hearing Officer's state law discrimination argument is misplaced.

B. The FCC's rules and policies regarding the delivery of calling party name information are contrary to the Hearing Officer's decision.

The Hearing Officer's conclusion that BellSouth is required to provide the network functions necessary to deliver the caller's name to its subscribers is simply wrong. Contrary to the Hearing Officer's decision, the FCC has concluded that the decision to provide Calling Name Delivery Service is left to the discretion of the individual service provider. The rules and policies adopted in that proceeding continue to govern the delivery of Calling Party Name and Number information. (*See Rules and Policies Regarding Caller Number Identification Service – Caller ID*, CC Docket No. 91-281, 10 FCC Red. 11700, 11746, ¶129 (1995) ("Caller ID Order")).

C. BellSouth's interim solution is an effective mid-term solution that does not violate the FCC's number portability requirements.

BellSouth has voluntarily developed a reasonable and effective interim solution to address the situation described by AT&T in its complaint. The interim solution involves a mechanized process by which a CLEC can input into BellSouth's CNAM database information regarding numbers that have been ported to that CLEC.³ By simply completing the minimal paperwork needed to set up the process and by making minor changes to the form of the data a CLEC already transmits to other database providers, such as Illuminet, a CLEC can input data regarding its end-users into BellSouth's database by a mechanized process. The end result will be the delivery of the directory name and directory number of the calling party to BellSouth's Caller ID Deluxe subscribers. As the attached letters indicate, AT&T originally informed BellSouth that it would take advantage of the interim mechanized process, only to back out of that decision several weeks later.⁴ (See Exhibit D.)

Despite BellSouth's good faith efforts to address the AT&T complaint through a reasonable interim solution, a process which other CLECs have successfully availed themselves of, the Hearing Officer unfairly rejected the solution and instead mandated that BellSouth input the data manually within a 48-

³ Alternatively, service providers may contract with BellSouth for the inclusion of their data in BellSouth's database.

⁴ The nature of the situation that led AT&T to submit its request for "emergency" relief and AT&T's statements that it would take advantage of the interim mechanized

hour time frame. The Hearing Officer cites three reasons for this ruling. First, the Hearing Officer states that "the parties concurred that loading CLEC numbers in the CNAM database would not allow BellSouth to identify the caller's name on numbers ported between two CLECs or numbers ported from a CLEC to BellSouth." (See Order at 12.) As noted above, however, this simply does not amount to a degradation of any service that BellSouth provides or is required to provide. Second, the Hearing Officer states that "... requiring CLECs to load its customer's names into the database of a competitor in order to have the names of their customers delivered clearly places CLECs at a competitive disadvantage and thus is not an acceptable long term solution." (See Order at p. 12.) This finding totally ignores the fact that BellSouth is not charging CLECs for taking advantage of the interim solution even though BellSouth incurs costs to make the solution available. These costs include the cost to develop and maintain the interim process as well the training of personnel to support the interim process to support CLEC needs.⁵ Thus, BellSouth is not receiving any type of competitive advantage from the existence of the interim solution.⁶ Moreover, BellSouth fully expects to complete its implementation of the long term solution in Tennessee by April 6, approximately two weeks from now. This effort began well before AT&T filed its complaints.

process are important matters of fact that BellSouth would be able to develop if a hearing on this matter were convened.

⁵ Again, these are facts BellSouth would be able to develop if a hearing on this matter were convened.

Third, the Hearing Officer states that “all carriers should have the option to establish their own customer database or contract with another entity for use of an established database. They should not be forced to use a competing carrier’s database because of deficiencies in a competitor’s network.” (See Order at p. 13.) It is unclear how the Hearing Officer could contend that BellSouth has a “deficiency” in its network, especially in light of the absence of a hearing in this matter.

D. Cost Recovery

There is another matter the Directors need to consider. If the Authority upholds the Hearing Officer’s decision that number portability obligations require BellSouth to deliver calling party name information to its BellSouth Caller ID Deluxe subscribers when a CLEC customer with a ported number calls a BellSouth customer, the costs associated with the implementation of this functionality would be subject to federal cost recovery. Following the Hearing Officer’s arguments, such implementation is an essential product of number portability. Therefore, since BellSouth (1) would not have incurred the cost to implement “but for” the implementation of number portability and (2) these costs were incurred for the provision of number portability, it would be entitled to recover these costs under

⁶ See also pp. 15-16 of BellSouth’s Brief on Threshold Issues, which demonstrates that the same situation that affects the two customers identified in AT&T’s complaints would affect a similarly-situated BellSouth customer in the same manner.

⁷ See pg. 15-16 of BellSouth’s Brief on Threshold Issues, which demonstrates that the same situation that affects the two customers identified in AT&T’s complaints would affect a similarly-situated BellSouth customer in the same manner.

the FCC's number portability cost recovery mechanism. *See Telephone Number Portability Cost Classification Proceeding*, 13 FCC Rcd. 24495, 24500, ¶10 (1998). If any other carriers have implemented such functionality as part of their number portability upgrades, these carriers also would be entitled to recover their costs through the federal cost recovery scheme.

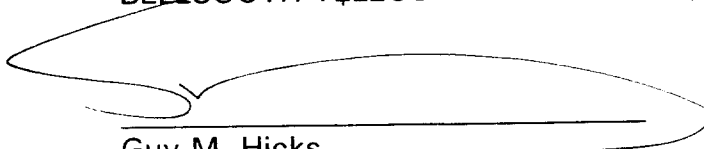
III. CONCLUSION

It has been BellSouth's policy to allow CLECs to load the names and addresses of their customers into BellSouth's CNAM database, even though BellSouth is in full compliance with its number portability obligations under both the 1996 Act and the FCC's rules. BellSouth is on schedule to complete implementation of 10D-GTT in Tennessee by April 6, 2001, approximately two weeks from today. BellSouth respectfully requests that the Authority carefully review the Initial Order of the Hearing Officer and reverse that Order as being inconsistent with controlling law and as being unsupported by facts of record. Additionally, rather than unnecessarily establishing a hearing schedule to address a matter which will, in all likelihood, be moot upon Bellsouth's implementation of 10D-GTT in Tennessee on April 6, 2001, the Authority should stay this matter until after April 6, 2001. If BellSouth has implemented 10D-GTT by that date, this

issue will be moot. If it has not, the Authority can establish a hearing schedule at that time.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

A handwritten signature in black ink, appearing to read "Guy M. Hicks", is written over a horizontal line. The signature is stylized with a large loop at the end.

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BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

IN RE: COMPLAINT BY AT&T REGARDING THE DELIVERY OF
CALLING NAME SERVICES BY BELLSOUTH
TELECOMMUNICATIONS, INC.

Docket No. 00-00971

BELLSOUTH TELECOMMUNICATIONS, INC.'S
BRIEF ON THRESHOLD ISSUES

In compliance with the Hearing Officer's directives during the November 7, 2000 Status Conference in this Docket, BellSouth Telecommunications, Inc. ("BellSouth") respectfully submits this brief addressing AT&T's letter dated October 30, 2000 and the two threshold issues identified by the Hearing Officer during that conference.

- I. AS A RESULT OF THE SOLUTION IMPLEMENTED BY BELLSOUTH, THE DIRECTORY NAME OF THE CUSTOMER REFERENCED IN AT&T'S COMPLAINT IS BEING DELIVERED TO BELLSOUTH'S CALLER ID - DELUXE CUSTOMERS.

AT&T's letter addresses an AT&T customer that has a ported number from BellSouth. According to the letter, when AT&T's customer calls a BellSouth customer who subscribes to BellSouth's Caller ID - Deluxe service, the directory name associated with the AT&T customer's number does not appear on the display unit of the BellSouth customer. While acknowledging that "BellSouth has offered AT&T an interim solution," AT&T's letter erroneously suggests that the solution involves "delay until sometime next year" See Letter of October 30, 2000 at 2.

Exhibit A

AT&T's own statements during the November 7, 2000 hearing acknowledge that the delay alleged by AT&T simply does not exist. During that hearing, AT&T's representative acknowledged on no less than eight occasions that BellSouth already has implemented a solution so that the name of the customer referenced in AT&T's letter does, in fact, appear on the display unit when that customer calls a BellSouth Caller ID - Deluxe subscriber.¹ See (Tr. at p. 7, ll. 2-3; p. 7 ll. 14-15; p. 7 ll. 17-18; p. 9, ll. 11-12; p. 11, ll. 8-9; p. 21, ll. 8-10; p. 22, ll. 2-3; p. 23, ll. 18-20). While AT&T complained that BellSouth had not implemented the solution with regard to certain unspecified other lines assigned to that customer, AT&T admitted that it has not talked to BellSouth about these other lines and that it is not waiting on anything from BellSouth with regard to these other lines. (Tr. at 22-23). That AT&T is stubbornly refusing to avail itself of a solution that clearly addresses its concerns and would rather "wait[]" for the TRA to issue an order . . . , (Tr. at 23), suggests that AT&T is less concerned with having the names of its customers with ported numbers delivered than in engaging in regulatory gamesmanship.

This is further evidenced by the fact that AT&T asks the TRA to do two things, both of which have already been done. First, it asks the TRA to

¹ As noted during the hearing, BellSouth has agreed to implement the mid-term solution discussed below for any CLEC at no charge, and BellSouth stands ready and willing to implement this solution with regard to any additional lines assigned to the customer referenced in AT&T's Complaint. See Tr. at 7-8; 22.

"order BellSouth to remedy this problem² immediately" See Letter at 2. Although it is not required to do so, BellSouth has implemented both an immediate and a mid-term solution to this situation,³ and as a result, the name of the customer discussed in AT&T's complaint now appears on the display unit when that customer calls a BellSouth Caller ID - Deluxe subscriber. Second, AT&T's letter requests the TRA to "order BellSouth to provide such documentation as necessary in order to inform customers that BellSouth is correcting the problem and that BellSouth does not intend to use this problem to winback customers for BellSouth." *Id.* This information has been supplied to AT&T on several occasions before AT&T filed its complaint, it was supplied to AT&T in BellSouth's November 3, 2000 letter responding to AT&T's complaint, and it is being supplied to AT&T yet again in this brief. Accordingly, the TRA should dismiss AT&T's complaint and deny its requests for relief that it has already obtained.

² BellSouth does not agree with AT&T's characterization of this situation as a "problem." Even if it were a "problem," however, it would only be a "problem" for the BellSouth customer who subscribes to Caller ID - Deluxe, because it is BellSouth's customer who does not see the calling party's name on his or her display unit.

³ The immediate solution is for AT&T to identify specific numbers that are affected by this situation and for BellSouth to manually input information regarding those numbers into BellSouth's database. The mid-term solution (which would remain in effect until the permanent solution is implemented) is a mechanized system by which AT&T may input into BellSouth's database information regarding numbers that have been ported to AT&T. The permanent solution involves BellSouth's modification of its systems to perform a 10-digit Global Title Translation. Each of these solutions is discussed in more detail in Section I.C of this brief.

II. BELLSOUTH HAS DEVELOPED IMMEDIATE AND MID-TERM SOLUTIONS TO ADDRESS THE SITUATION DESCRIBED IN AT&T'S LETTER WHILE IT DEVELOPS AND IMPLEMENTS A LONG-TERM SOLUTION.

This section of BellSouth's brief explains: the way Caller ID - Deluxe delivers the directory name of the calling number to the display unit of the called party; the reason the situation discussed in AT&T's letter exists; and the steps BellSouth voluntarily has taken to address the situation.

A. The manner in which BellSouth determines the directory name of the calling party to deliver to its Caller ID - Deluxe customers varies depending upon several factors.

Caller ID - Deluxe is a retail service BellSouth makes available to its end user customers. Subject to certain exceptions and technical limitations,⁴ customers who subscribe to this service can view on a display unit the calling party directory name and calling party number of incoming telephone calls. As explained below, the manner in which BellSouth determines the directory name to display varies depending on several factors, including the identity of the calling party.

⁴ Obviously, some technical limitations apply. The directory name and number, for instance, will not be delivered if the calling party subscribes to or has activated a caller-id block. Moreover, if the incoming call originates from a multi-line hunt group or from a PBX, the directory name and number information transmitted usually will be associated with the main number in the hunt group or with the main number of the PBX.

1. When the calling party is a BellSouth end user

BellSouth maintains a database that contains the directory name associated with each telephone number that has been assigned to a BellSouth customer. When one BellSouth end user calls another BellSouth end user, BellSouth queries this database to obtain the directory name associated with the originating number. BellSouth then delivers both the directory name retrieved from its database and the calling number to the Caller ID display unit at the terminating number.

2. When the calling party is not a BellSouth end user but the calling party's service provider stores its name and number information in BellSouth's database

Creating and maintaining a database obviously requires time and resources. Rather than creating and maintaining its own database, therefore, a service provider may elect to contract that function out to BellSouth.⁵ In those instances, BellSouth and the service provider enter a contract by which BellSouth will include that service provider's numbers and associated information in BellSouth's database. When that service provider's end user calls a BellSouth end user, BellSouth queries its own database (which

⁵ The service provider may also contract that function out to many other entities. Both AT&T and XO Communications, for instance, contract this function out to an entity called Illuminet. On December 15, 1999, AT&T also entered into a similar contract with BellSouth.

contains that service provider's data) to determine the directory name associated with the originating number. BellSouth then delivers both the directory name retrieved from its database and the calling number to the Caller ID display unit at the terminating number.

3. When the calling party is not a BellSouth end user and the calling party's service provider does not store its name and number information in BellSouth's database

While some service providers contract out to BellSouth the task of creating and maintaining a number database, other service providers perform this function themselves or contract this function out to a third party. AT&T, for example, has a contract with Illuminet by which Illuminet creates and maintains a database of AT&T's numbers and associated information. Thus, when an AT&T customer calls a BellSouth customer, BellSouth's database does not contain the calling number or the directory name associated with that number. Instead, that information is stored in the database maintained by Illuminet.

If BellSouth desires to access a database maintained by or on behalf of another service provider, BellSouth must negotiate a contract governing the rates, terms, and conditions of such access. Business considerations dictate whether BellSouth will enter into such a contract in any given instance.⁶ For example, assume that Wilderness LEC only serves customers located in

Utah, Wyoming, and Montana and that the rates it charges for access to its database are quite expensive. If BellSouth terminates a relatively low volume of calls originating from these states, BellSouth may decide not to enter a contract providing it with access to Wilderness LEC's database. If BellSouth did not enter into such a contract, it would have no way of determining the directory name associated with a call originating from a Wilderness LEC access line, and it would deliver only the calling number -- but not the directory name -- on such a call.

On the other hand, BellSouth may make the business decision to contract for access to the database containing information regarding the numbers a particular service provider assigns to its end users. BellSouth, for example, currently has a contract with Illuminet which permits BellSouth to query the database Illuminet maintains. When an AT&T customer with a non-ported number calls a BellSouth customer, therefore, BellSouth generally will query Illuminet's database to determine the directory name associated with the originating number. BellSouth then delivers both the directory name retrieved from Illuminet's database and the calling number to the Caller ID display unit at the terminating number.

⁶ Nothing requires BellSouth -- or any other service provider -- to enter into a contractual arrangement permitting it to access the database maintained by or on behalf of any other service provider.

- B. The situation described in AT&T's letter arises from BellSouth's appropriate use of the 6D-GTT process to determine which database to query for the directory name of the calling party.**

Obviously, the first step in the process of obtaining the directory name of the calling party is to determine which database contains that information. BellSouth uses a process known as 6-Digit Global Title Translation (6D-GTT) to make this determination. In a nutshell, this means that BellSouth's system looks at the NPA/NXX of the calling number, determines the carrier to whom that NPA/NXX has been assigned, and queries the database containing that carrier's information to obtain the directory name associated with the calling number (if BellSouth has a contract providing it with access to that database).

As an example, the 615/493 NPA/NXX has been assigned to AT&T. If the calling party's number is 615-493-1234, therefore, BellSouth queries the database Illuminet maintains on behalf of AT&T, retrieves the directory name associated with 615-493-1234, and sends that directory name to the display unit of its Caller ID – Deluxe customer.

The situation that is the subject of AT&T's complaint arises when the calling number is one that has been ported from BellSouth to AT&T (or to another CLEC) using permanent Local Number Portability. Assume, for instance, that a BellSouth customer switches to AT&T and that the customer keeps the 615-214-5678 telephone number. When that customer calls a

BellSouth end user, BellSouth's system sees that the 615/214 NPA/NXX is assigned to BellSouth, and it searches BellSouth's own database for the directory name associated with that number. The number 615-214-5678, however, is not in BellSouth's database because it has been ported to an AT&T customer and, therefore, it is in the database Illuminet maintains on behalf of AT&T. Under these circumstances, BellSouth does not deliver a directory name to the display unit of its Caller ID - Deluxe customer.

- C. BellSouth has provided the CLECs an immediate manual solution, an mid-term mechanized solution, and a permanent mechanized solution to address the situation discussed in AT&T's complaint.**

As explained below, BellSouth is not obligated to do anything to address the situation described in AT&T's complaint. BellSouth, however, has decided to take voluntary steps to address the situation for its own business reasons. In fact, BellSouth has developed an immediate solution, a mid-term solution, and a long-term solution. In light of these good faith and voluntary efforts by BellSouth (which results in the name of AT&T's customers being displayed on the display units of BellSouth's Caller ID - Deluxe customers), it is truly difficult to understand exactly what AT&T is complaining about or exactly what AT&T is asking the TRA to do that has not already been done.

1. **As an immediate, manual solution, BellSouth already has entered information regarding the AT&T customer discussed in the complaint into BellSouth's database.**

The most immediate solution for the situation is for a CLEC to identify specific numbers that are affected by this situation and for BellSouth to manually input information regarding those numbers into BellSouth's database. After this solution is implemented and the AT&T customer with the 615-214-1234 number calls a BellSouth Caller ID – Deluxe subscriber, BellSouth's systems will still see that the 615/214 NPA/NXX is assigned to BellSouth, and it will still search BellSouth's database for the directory name associated with that number. As a result of the solution, however, the number 615-214-1234 (and information associated with that number) now appears in BellSouth's database, and BellSouth will deliver the directory name entered into its database to the display unit of its Caller ID – Deluxe customer.

In fact, BellSouth has already implemented this manual solution with regard to the customer referenced in AT&T's complaint.⁷ BellSouth has tested this solution and determined that when the AT&T customer calls a BellSouth Caller ID – Deluxe customer, AT&T's customer's name appears on the display unit. BellSouth stands ready to implement the same solution for

⁷ To the extent that AT&T has informed BellSouth of any of this customer's lines that are the subject of the situation described in AT&T's Complaint, BellSouth has implemented this solution. AT&T has not discussed any of this customer's other lines with BellSouth. See (Tr. at 22-23).

any CLEC -- without charge -- while the CLEC acts in good faith to take the steps necessary to implement the mid-term solution discussed below in a timely fashion.

2. **BellSouth has developed a mid-term solution that provides -- without charge -- a mechanized process that allows CLECs to input data regarding ported numbers into BellSouth's database.**

Rather than continuing to use the manual process described above until the long-term solution described below is implemented, BellSouth has developed a mechanized system by which a CLEC can input into BellSouth's database information regarding numbers that have been ported to that CLEC. As explained in subsection II.A.2 above, service providers may contract with BellSouth for the inclusion of their data in BellSouth's database, and the entry of the data is mechanized. Similarly, the process by which AT&T enters its data into the Illuminet database is mechanized.

By simply completing the paperwork needed to set up the mechanized process and by making minor changes to the form of the data it already transmits to Illuminet, AT&T can input data regarding its end users into BellSouth's database by a mechanized process.⁸ Thus, while the end result of this solution is the same -- the directory name associated with the calling

⁸ Contrary to AT&T's assertions, this solution does not require AT&T or any other CLEC to maintain two sets of databases. See (Tr. at 8). AT&T -- either directly or through its contractual relationship with Illuminet -- maintains its database, and BellSouth maintains BellSouth's database. Under the mid-term, mechanized solution, AT&T simply inputs data into BellSouth's database.

number will be delivered to BellSouth's Caller ID – Deluxe customers – the process of inputting the necessary data into BellSouth's database is much quicker and more efficient.

Additionally, BellSouth is offering this mid-term solution to AT&T at no charge.⁹ Similarly, BellSouth is offering this mid-term solution to any other CLEC who wishes to take advantage of it, again, at no charge. In fact, both US LEC and NEXTLINK (now known as XO Communications) have already completed the necessary paperwork and are mechanically inputting data into BellSouth's database today. ITC^DeltaCom has completed the necessary paperwork and is performing tests in preparation for inputting data into BellSouth's database. Finally, AT&T, e.spire, and Time Warner have received the necessary paperwork and, to the best of BellSouth's knowledge, are in the process of completing it (although they have yet to return the completed paperwork to BellSouth).

3. As a permanent solution, BellSouth is in the process of moving from 6D-GTT to 10D-GTT.

To address this situation on a permanent basis, BellSouth is modifying its systems to perform a 10-digit Global Title Translation (10D-GTT). When this modification is complete, BellSouth's system will determine which database to access by looking at the entire 10-digit calling number of the calling party instead of by looking at only the NPA/NXX of the calling

number.¹⁰ It should be noted, however, that even after BellSouth implements this solution, no service providers will be required to make its customers' name information available in any database, and no service provider will be required to enter into contracts with all customer name databases. Instead, both decisions will continue to be left to the individual service providers, just as they are today. AT&T, for instance, chose not to make its customers' name information available in any database until just a few months ago.

As the TRA is aware, BellSouth had begun efforts to deploy 10-Digit Global Title Translation (10D-GTT) in its network long before AT&T filed its complaint. In fact, pursuant to an agreement with the TRA staff, the initial deployment of this capability will be in Tennessee. Implementation of 10D-GTT is currently underway, and BellSouth estimates that deployment will be complete for all NPAs in Tennessee no later than April 6, 2001, with individual NPAs expected to be completed before that date. It is important to note that this project is a very complex undertaking, and that BellSouth has not actually performed Global Title Translation changes on this scale before. Therefore, the completion date for Tennessee and elsewhere in the region represents BellSouth's best estimate based on current experience. Also, BellSouth has agreed to work with the industry on prioritization of

⁹ As explained above, AT&T does not query BellSouth's database. Instead it queries the Illuminet database.

NPA's within each state in the BellSouth region. As a result of earlier discussions with other CLECs, Time Warner agreed to coordinate that prioritization with the Southeastern Competitive Carriers Association (SECCA). However, no input has been received from Time Warner or SECCA to date.

III. ISSUE NO. 1: BELL SOUTH MAKES AVAILABLE TO CLECs ELEMENTS NECESSARY FOR CLECs TO PROVIDE CALLING NAME DELIVERY SERVICES TO THEIR END USERS.

For a CLEC to deliver the calling name of a BellSouth end user to the CLEC's end user, the CLEC must query BellSouth's CNAM database.¹¹ BellSouth provides CLECs with nondiscriminatory access to its CNAM database. In fact, several CLECs – including AT&T – have entered into contracts with BellSouth for access to this database.¹²

AT&T's complaint, however, has absolutely nothing to do with AT&T's ability to deliver the directory name of a BellSouth end user to

¹⁰ Obviously, the mid-term solution will no longer be necessary once the permanent solution is implemented.

¹¹ If AT&T wishes to deliver the calling name of one of its own end users to another of its end users, AT&T must access its own database. BellSouth simply does not come into play. If AT&T wishes to deliver the calling name of another CLEC's end user to one of AT&T's end users, AT&T must access the other CLEC's database. Unless that other CLEC has contracted the maintenance of its database out to BellSouth, BellSouth never comes into play.

¹² On December 15, 1999, AT&T entered a "Calling Name Delivery (CNAM) Database Service Contract" with BellSouth. This contract, which has a term of two years, provides AT&T the ability to associate a name with the calling party number, allowing its subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This contract also provides AT&T the opportunity to load and store its subscriber names in the BellSouth CNAM database. Accordingly, AT&T (or any other CLEC) may, if it so desires, deliver the directory name associated with a BellSouth calling number to its end users.

AT&T's end user. In fact, AT&T clearly is not alleging that it is unable to deliver a BellSouth end user's directory name to an AT&T end user, and nothing in the record suggests that AT&T even attempts to make such a delivery (which is an issue worth exploring if AT&T is permitted to go any further with these proceedings). AT&T's complaint addresses a BellSouth retail service that BellSouth provides to BellSouth's end users.

Additionally, the same situation that affects the customer described in AT&T's complaint would affect a similarly-situated BellSouth customer in the same manner. Assume, for example, that AT&T assigns telephone number 615-493-8888 to one of its local customers; that BellSouth subsequently wins the customer's business; and that the customer wants to keep the 615-493-8888 number. When that BellSouth customer calls a Caller ID - Deluxe customer, BellSouth's system will see that the 615/493 NPA/NXX is assigned to AT&T and will query the database Illuminet maintains on behalf of AT&T. Because the customer is no longer an AT&T customer, it is unlikely that the number (or the directory name associated with the number) will be in the database. If it is not, BellSouth will not deliver the directory name of its own customer to the display unit of its Caller ID - Deluxe customer.¹³

¹³ As noted above, BellSouth's change from 6D-GTT to 10D-GTT will resolve this situation. There is, however, no mid-term mechanized solution with regard to this situation for the BellSouth customer -- unless AT&T and/or Illuminet will allow BellSouth to input this customer's data into the database Illuminet maintains on behalf of AT&T.

IV. ISSUE NO. 2: BELLSOUTH IS NOT LEGALLY OBLIGATED TO PERFORM 10-DIGIT GLOBAL TITLE TRANSLATION IN PROVIDING CALLER NAME DELIVERY TO ITS END USERS.

AT&T states that it "believes" that BellSouth's use of 6D-GTT in providing caller name delivery to BellSouth's end users "is in violation of the FCC's local number portability order." See October 30, 2000 Letter at 2. In support of this alleged "belief," AT&T states:

The FCC LNP order mandates that all carriers will comply with LNP rules and guidelines set forth by industry bodies such as the LNP Work Group, the Industry Number Committee, and the North American Numbering Council. In the "Generic Requirements for SCP Application and GTT Function for Number Portability," Section 4.3 indicates that a 10-digit GTT must be performed for CNAM when the 6-digit number is ported.

This is the only statement in AT&T's complaint supporting its claim that BellSouth's use of 6D-GTT somehow violates the FCC's Order.

BellSouth strongly disagrees with this allegation and states that it is in complete compliance with all requirements of FCC orders related to Permanent Local Number Portability. In the Second Report and Order in CC Docket 95-116 (released 8/18/97), the FCC did adopt technical and operation standards and procedures recommended by the North American Numbering Council in its Local Number Portability Administration Selection Report dated April 25, 1997. These recommendations pertain to the NPAC-SMS Functional Requirements Specification, the NPAC-SMS Interoperable Interface Specifications, and NPAC-SMS Provisioning Process Flows. These areas do not address or include the technical requirements for the SCP;

specifically it does not include or reference in any way the document that AT&T references in its Complaint.

The document that AT&T references ("Generic Requirement for SCP Application and GTT Function for Number Portability") was initially developed in an Illinois state task force during 1996 when that group was developing Local Number Portability guidelines. The Georgia LNP Steering Committee, and eventually the Southeast Region, adopted the SCP requirement document as a guideline but this document was never adopted as a regulatory mandate. Further, repeated searches of Section 4.3 of this guideline have failed to uncover any statement indicating that a 10D-GTT must be performed for Caller ID – Deluxe service, as AT&T alleges.

V. BELLSOUTH RESERVES THE RIGHT TO FULLY ADDRESS MATTERS PRESENTED IN ANY BRIEF SUBMITTED BY ANY OTHER PARTY.

As noted above, AT&T's complaint contains no legitimate support for its "belief" that BellSouth "is in violation of the FCC's local number portability (LNP) Order." Moreover, the other parties who have been allowed to intervene in this docket have submitted nothing to specify their positions. BellSouth, therefore, reserves its right to address matters presented in any brief submitted by any other party.

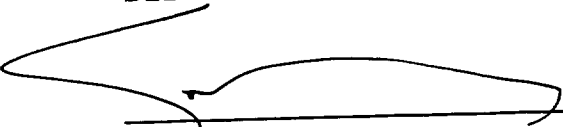
CONCLUSION

As explained above, AT&T's complaint addresses a BellSouth retail service that BellSouth provides to BellSouth's end users. Moreover, the

same situation that is addressed in AT&T's complaint affects similarly-situated BellSouth customers in the same manner as it affects the customer described in AT&T's complaint. Finally, although not required to do so, BellSouth has provided various solutions to AT&T - at no charge - pending BellSouth's implementation of a permanent solution. The TRA, therefore, should dismiss AT&T's complaint and deny the relief requested in that complaint.

Respectfully submitted,

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I hereby certify that on November 22, 2000, a copy of the foregoing document was served on the parties of record, via the method indicated:

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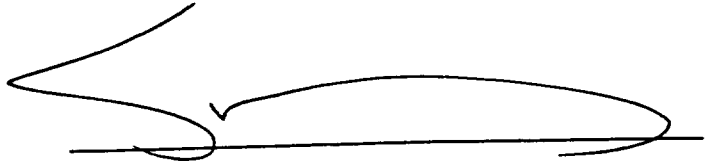
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VIA HAND DELIVERY

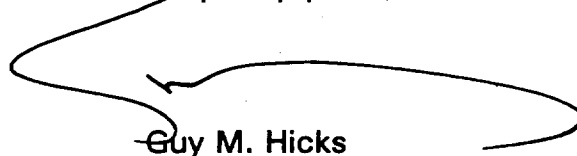
David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Complaint by AT&T Regarding the Delivery of Calling Name Services
by BellSouth Telecommunications, Inc.*
Docket No. 00-00971

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of BellSouth's Reply Brief on Threshold Issues. Copies of the enclosed are being provided to counsel of record for all parties.

Very truly yours,



Guy M. Hicks

GMH:ch
Enclosure

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

**IN RE: COMPLAINT BY AT&T REGARDING THE DELIVERY OF CALLING
NAME SERVICES BY BELL SOUTH TELECOMMUNICATIONS, INC.**

Docket No. 00-00971

**BELL SOUTH TELECOMMUNICATIONS, INC.'S
REPLY BRIEF ON THRESHOLD ISSUES**

In its Complaint letter dated October 30, 2000, AT&T adamantly states that

BellSouth is in violation of the FCC's local number portability (LNP) order by performing only 6-digit GTT for CNAM. The FCC LNP order mandates that all carriers will comply with LNP rules and guidelines set forth by industry bodies such as the LNP Work Group, the Industry Number Committee, and the North American Numbering Council. In the "Generic Requirement for SCP Application and GTT Function for Number Portability," Section 4.3 indicates that a 10-digit GTT must be performed for CNAM when the 6-digit number is ported.

See Letter at 2. Given these bold statements, it is odd that AT&T's brief makes no mention whatsoever of the FCC's LNP Order. Nor does AT&T's Initial Brief (or the Initial Briefs of the Intervenor) even attempt to address BellSouth's point that "repeated searches of Section 4.3 of this guideline have failed to uncover any statement indicating that a 10D-GTT must be performed for Caller ID - Deluxe service, as AT&T alleges." See BellSouth's November 3, 2000 letter responding to AT&T's Complaint (emphasis in original). Instead, AT&T apparently has abandoned its dubious federal law arguments and crafted new arguments under state law. As explained below, however, AT&T's new arguments are simply wrong. Moreover, as explained below, the generic statements the Intervenor has

pulled out of the FCC's LNP order simply do not address the situation that is the subject of AT&T's complaint. Nor do they support any allegations that BellSouth has violated any provisions of federal or state law.

I. BELLSOUTH'S USE OF 6-DIGIT GLOBAL TITLE TRANSLATION DOES NOT VIOLATE SECTION 65-4-124(C).

As AT&T correctly notes in its initial brief, Tennessee statutes provide that:

All telecommunications services providers shall provide non-discriminatory interconnection to their public networks under reasonable terms and conditions; and all telecommunications services providers shall, to the extent that it is technically and financially feasible, be provided desired features, functions, and services promptly, and on an unbundled and non-discriminatory basis from all other telecommunications services providers.

T.C.A. § 65-4-124(c) (emphasis added). AT&T is wrong, however, when it argues that in the context of this docket, "[t]here can be no question that caller name services are 'desired features, functions, and services' that must be provided 'promptly.'" AT&T's Initial Brief at 2. Additionally, AT&T is wrong when it states that "BellSouth provides 10-Digit Global Title Translation to itself" *Id.* at 3. Finally, AT&T is wrong when it implies that BellSouth is providing services to itself that it is not providing to CLECs or that BellSouth is providing services to itself more promptly than it is providing those services to CLECs. *See Id.*

A. BellSouth is not required to provide calling name service at all.

In its 1995 proceedings addressing Caller ID services, the FCC recognized that establishing an SS7 arrangement necessary to deliver calling number information can be an expensive proposition. As a result, the FCC did "not require

carriers that do not have SS7 call set up capability to make the SS7 investments that would enable them to pass [calling party number]." See Rule and Policies Regarding Caller Number Identification Service – Caller ID, CC Docket No. 910281, 10 FCC Rcd 11700, 11703, ¶5 (1995). Instead, the FCC left the decision of whether to deliver calling party number information to the business judgment of the individual service provider.

Analogously, whether to provide calling name delivery service is a decision that is left to the business judgment of the individual service provider. See BellSouth's Initial Brief at 6-8. Moreover, the choice of which databases a service provider chooses to access and which databases a service provider chooses not to access also is left to the business judgment of the individual service provider. *Id.* BellSouth, therefore, is not required to subscribe to any particular database, and it is not required to deliver calling name information that is stored in databases to which it does not subscribe.

B. BellSouth has not refused to provide any service provider with any calling name delivery features, functions, and services that are related to AT&T's complaint.

Under the plain language of Section 65-4-124(a), BellSouth is required to provide other telecommunications services providers with desired features, functions, and services to the extent that it is technically and financially feasible to do so. BellSouth provides CLECs with nondiscriminatory access to its CNAM database, which is what CLECs need to deliver the calling name of a BellSouth end user to their customers. See Initial Brief at 14. Neither AT&T nor the Intervenors

claim that they have been denied access to BellSouth's CNAM database¹, and neither AT&T nor the Intervenor claim that this access does not enable them to deliver calling name information to their end users who subscribe to services that are similar to BellSouth's Caller-ID Deluxe.

Instead, AT&T and the Intervenor claim that BellSouth cannot yet deliver the calling name associated with ported numbers to BellSouth's own end user customers. BellSouth's delivery of calling name information to its end user customers, however, has nothing to do with "features, functions, and services" BellSouth makes available to telecommunications services providers. Thus, neither BellSouth's delivery of calling name information nor its use of 6-Digit Global Title Translation to deliver such information falls within the ambit of section 65-4-124(a).

C. BellSouth is not refusing to provide CLECs services it is providing to itself, and BellSouth is not providing services to itself more promptly than it is providing those services to CLECs.

Although not required to do so, BellSouth maintains its own database which contains calling party information regarding its own customers, and it currently subscribes to other databases containing calling party information regarding customers of other service providers. To the extent that the NPA-NXX of a calling number is associated with one of these databases, BellSouth queries that database and delivers any calling name information retrieved from that database when a call

¹ In fact, AT&T has entered a "Calling Name Delivery (CNAM) Database Service Contract with BellSouth. See BellSouth's Initial Brief at 14 n.12.

is placed to a BellSouth Caller ID-Deluxe customer. This is true regardless of whether the calling party is a BellSouth customer or a CLEC customer.

What is not true is AT&T's assertion that "BellSouth provides 10-Digit Global Title Translation to itself" See AT&T's Initial Brief at 3. BellSouth currently uses 6-Digit Global Title Translation -- not 10-Digit Global Title Translation. As a result, in some cases BellSouth currently is unable to deliver the calling name of a BellSouth customer whose telephone number is ported from another service provider.² See BellSouth's Initial Brief at 15. BellSouth is working on a permanent solution to this situation. Until that permanent solution is implemented, however, BellSouth will continue to be unable to deliver the calling name of a BellSouth customer whose telephone number is ported from another service provider.

The same situation that prevents BellSouth from delivering the calling names of its customers with ported numbers also prevents BellSouth from delivering the calling name of a CLEC's customers with ported numbers in certain instances.³ The same permanent solution will simultaneously remedy this situation for BellSouth's customers and for the CLECs' customers alike. BellSouth, therefore, is treating the CLECs no differently than it is treating itself.

² In light of this situation, XO's statement that "[o]f course, where an ILEC customer calls another ILEC customer, the CNAM information is still delivered" is not entirely accurate. See XO's Initial Brief at 3. Similarly, XO's statement that "BellSouth's customers, who typically have BellSouth numbers, are not similarly affected" does not tell the whole story. When a BellSouth customer does not have a BellSouth number (but instead has a number ported from another service provider), that BellSouth customer is, in fact, similarly affected.

D. Even if AT&T, the Intervenor, or another telecommunications service provider was requesting "features, functions, and services," nothing in section 65-4-124(a) suggests that BellSouth would be required to provide such "features, functions, and services" free of charge.

BellSouth's mid-term solution addresses the situation discussed in AT&T's complaint by allowing CLECs to input data regarding ported numbers into BellSouth's database without charge. See BellSouth's Initial Brief at 11-12. Even if Section 65-4-124(a) required BellSouth to provide this mid-term solution (which it does not), nothing in section 65-4-124(a) or any other provision of state or federal law suggests that BellSouth would be required to provide this option free of charge. In fact, the FCC has specifically stated that

we do not require that carriers pass calling party name to interconnected carriers without charge [W]e reach this conclusion, in part, because the mechanisms associated with the generation and delivery of calling party name and number are substantially different. The record indicates that while calling party number is routinely included in the SS7 Initial Address Message, calling party name is not.

See Rule and Policies Regarding Caller Number Identification Service – Caller ID, CC Docket No. 91-281, 10 FCC Rcd. 11700, 11746, ¶129 (1995).

BellSouth, therefore, would be entitled to charge AT&T and other CLECs for the mid-term solution if it chose to do so. As a matter of good faith, however, BellSouth is making this solution available to the CLECs at no charge pending BellSouth's implementation of the permanent solution. In light of BellSouth's good

³ As noted in Section I above, BellSouth can deliver the calling name of a CLEC's customer with a number that has been ported from another CLEC when both CLECs store their numbering information in the same database.

faith actions, the CLECs' complaint that this solution would require them to incur the minimal costs of downloading CNAM information into BellSouth's database ring hollow. See XO's Initial Brief at 5.

II. BELLSOUTH'S USE OF 6-DIGIT GLOBAL TITLE TRANSLATION DOES NOT AFFECT THE QUALITY, RELIABILITY, OR CONVENIENCE OF ANY SERVICE AT&T OR ANY OTHER CLEC PROVIDES TO ITS CUSTOMERS.

AT&T's complaint addresses BellSouth's delivery of calling party information to BellSouth's Caller ID-Deluxe subscribers. It does not address a service that AT&T provides to AT&T's end user customers. Accordingly, BellSouth's use of 6-Digit Global Title Translation has no effect on the "quality, reliability, or convenience" of any service AT&T or any other CLEC provides to its customers, see 47 U.S.C. §153(30), and it does not violate the FCC's number portability order.

III. BELLSOUTH'S USE OF 6-DIGIT GLOBAL TITLE TRANSLATION SUPPORTS NETWORK SERVICE, FEATURES, AND CAPABILITIES TODAY IN THE SAME MANNER AS IT SUPPORTED THE SAME SERVICE, FEATURES, AND CAPABILITIES THAT EXISTED AT THE TIME NUMBER PORTABILITY WAS IMPLEMENTED.

Before local number portability was implemented, BellSouth used 6-Digit Global Title Translation to deliver calling name information to its Caller-ID Deluxe customers. After local number portability was implemented, BellSouth continued to use (and still uses) the same 6-Digit Global Title Translation to deliver calling name information to its Caller ID - Deluxe customers. To the extent that 6-Digit Global Title Translation allows for the retrieval of calling party name information from the appropriate database, that information is retrieved and delivered today in

the same manner as it was before local number portability was implemented. BellSouth, therefore, provides number portability that supports network service, features, and capabilities today in the same manner as BellSouth supported the same service, features, and capabilities that existed at the time number portability was implemented. See 47 C.F.R. §52.23(a)(1).

IV. XO'S PUBLIC POLICY ARGUMENTS ARE MOOT

XO accuses the Hearing Officer of improperly framing the issues in this docket to address BellSouth's obligations "under *existing* state and federal law." XO Brief at 1. XO then claims that "should the Hearing Officer decide that current law is ambiguous, the TRA must still consider whether the agency should impose such a requirement as a matter of policy." XO Brief at 1 (emphasis in original). Even if the TRA had the unbridled discretion to impose requirements "as a matter of policy" (which it does not), XO's suggestion that the Hearing Officer ignore existing law and grant the requested relief as a matter of policy is moot.

As explained below, BellSouth is in the process of implementing a permanent solution that will remedy the situation with regard to ported numbers of BellSouth customers and CLEC customers alike. In the meantime, BellSouth has offered the CLECs a mid-term mechanized solution at no charge. Moreover, while XO asks for an order requiring BellSouth to furnish 10-Digit Global Title Translations in Tennessee by April 2001, BellSouth already is working toward that very goal. XO's arguments are moot, therefore, because the situation described in AT&T's complaint already has been addressed.

A. The CLEC's claims regarding the timing of the permanent solution are wrong.

Implementing the permanent solution addressed in BellSouth's initial brief is no easy task. The process involves meticulous changes to an intricate computer system (the SS7 system) that literally directs all of the traffic that flows over BellSouth's network. A fender-bender in a construction area at the junction of two busy interstates can back up traffic for miles, and a traffic signal that is out of sync can disrupt traffic flow throughout an entire city. Similarly, miscalculations or incorrect entries in the process of converting to 10-Digit Global Title Translation could significantly disrupt traffic on BellSouth's network throughout its nine-state region. Contrary to the assertions of the CLECs, therefore, implementing the permanent solution is not simply a matter of allocating resources -- it is a matter of carefully testing and meticulously implementing an engineering solution without adversely affecting service to millions of customers.

Moreover, BellSouth takes issue with the CLECs' suggestions that BellSouth has "failed to meet its own deadline" for implementing the permanent solution. See, e.g., XO's Initial Brief at 3. BellSouth stated that it would develop a plan for implementing the permanent solution during the second quarter of 2000 -- not that the "upgrade" itself would be completed during this time. Similarly, BellSouth stated that it would begin the implementation process during the first quarter of 2001 -- not that the "upgrade" would occur during this time. As noted in BellSouth's letter of October 3, 2000, BellSouth believes that it can implement the

permanent solution with regard to Tennessee NPA-NXXs by April 2001. See Exhibit 2 to BellSouth's November 3, 2000 letter responding to AT&T's Complaint.

B. While it is implementing a permanent solution (which it is not required to do), BellSouth is providing a mid-term, mechanized solution to the CLECs free of charge.

In the meantime, BellSouth is offering a mid-term, mechanized solution to the CLECs without charge. This mid-term solution will enable BellSouth to deliver the calling name of a CLEC customer with a number ported from BellSouth -- if the CLEC will take advantage of the mid-term solution while the permanent solution is being implemented. The CLECs, however, have launched a barrage of complaints against this mid-term solution.

First, the CLECs complain that the mid-term solution gives BellSouth access to CNAM information about the CLECs' customers "which could be used in an anticompetitive manner." See Time Warner's Initial Brief at 4. This complaint ignores the fact that BellSouth already has access to this same information in other forms and that BellSouth already is prohibited from using information it receives in its capacity as a wholesaler to win customers in its capacity as a retailer. Second, the CLECs complain that the mid-term solution "free[s] BellSouth from the cost of dipping the appropriate database." *Id.* This complaint ignores the fact that these CLECs do not maintain their own databases and, therefore, the solution BellSouth has offered does not deprive the CLECs of any "dipping fees." Third, the CLECs complain that they must incur the cost of downloading CNAM information into BellSouth's database. *Id.* This complaint ignores the fact that rather than charging

CLECs for a solution it is not required to implement, BellSouth is providing this solution free of charge.

Finally, the CLECs claim that the mid-term solution "does not . . . address the problem of BellSouth failing to deliver calling name for ported CLEC numbers." XO's Initial Brief at 6. While this is true in some instances, it is not true in all instances. Assume, for example, that AT&T wins a customer from XO and that the customer takes its XO-assigned number with it. When that AT&T customer places a call to a BellSouth Caller ID-Deluxe customer, BellSouth's systems will read the NPA-NXX, see that it is assigned to XO, and query the database containing XO's number information. To the best of BellSouth's knowledge, XO's number information is maintained in Illuminet's database -- the same database in which AT&T's number information is maintained. Thus when BellSouth's system queries Illuminet's database, it will retrieve the number information associated with the AT&T calling number because AT&T's number information is in that database.

Despite any shortcomings alleged by the CLECs, the mid-term solution is a good-faith attempt by BellSouth to address the situation described in AT&T's complaint until the permanent solution is implemented. BellSouth is diligently working to implement the permanent solution. If all goes as planned, it will be in place in less time than it often takes to try a contested case.

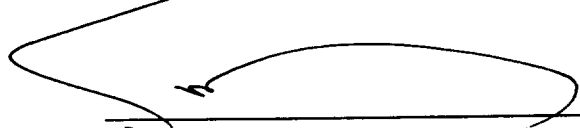
CONCLUSION

As explained above, AT&T's complaint addresses a BellSouth retail service that BellSouth provides to BellSouth's end users. Moreover, the same situation

that is addressed in AT&T's complaint affects similarly-situated BellSouth customers in the same manner as it affects the customer described in AT&T's complaint. Finally, although not required to do so, BellSouth has provided various solutions to AT&T -- at no charge -- pending BellSouth's implementation of a permanent solution. The TRA, therefore, should dismiss AT&T's complaint and deny the relief requested in that complaint.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

A handwritten signature in black ink, appearing to read "Guy M. Hicks", is written over a horizontal line. The signature is stylized with a large loop at the end.

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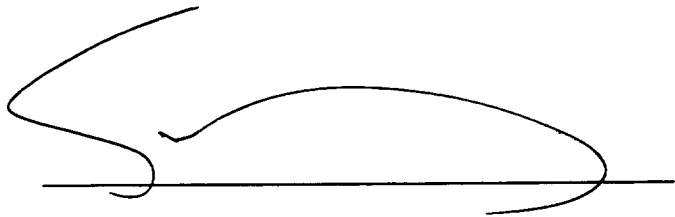
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BEFORE THE
TENNESSEE REGULATORY AUTHORITY
 Nashville, Tennessee

FEB 20 PM 3 25
 EXECUTIVE SECRETARY
 Docket No. 00-00971

In Re: COMPLAINT BY AT&T)
 REGARDING THE PROVISIONS OF)
 CALLING NAME DELIVERY BY)
 BELLSOUTH)
 TELECOMMUNICATIONS, INC.)

Request for Emergency Assistance

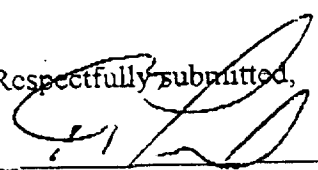
AT&T Communications of the South Central States, Inc. ("AT&T") hereby requests further assistance from the Tennessee Regulatory Authority ("TRA") on the CNAM database issue which now affects another AT&T local service customer in Tennessee. Deloitte & Touche (Deloitte & Touche LLP; 50 N. Front Street, Suite 600; Memphis, Tennessee 38103; telephone number 901-523-1234) is an AT&T customer in Tennessee. Today, when Deloitte & Touche calls a BellSouth customer, "Deloitte & Touche" does not appear on the customer's caller ID screen. AT&T asked BellSouth to implement its interim solution for Deloitte & Touche as BellSouth did for Dillards. However, BellSouth now refuses to load the customer information into its database. Rather, contrary to what it agreed to do for Dillards and contrary to representations BellSouth made in a recent collaborative discussion in Louisiana, BellSouth now insists that AT&T must develop new computer systems and processes to pass such information to BellSouth.

BellSouth has committed to implement its permanent CNAM solution by April 6, 2001 for Tennessee. It is unreasonable and unacceptable to force AT&T to spend money, time,

and resources to develop a computer system that will be used only for less than two months. AT&T has not experienced and does not anticipate a large volume of customers requiring loading into BellSouth's database between now and April 6, 2001. There is no reason for BellSouth not to load the information for Deloitte & Touche as it did for Dillards.

This issue is immediate for Deloitte & Touche. By refusing to load the information, BellSouth effectively continues to uphold solving the problem for Deloitte & Touche. Accordingly, AT&T requests that BellSouth load the information for Deloitte & Touche as it did for Dillards and to continue this process until the permanent solution is implemented in Tennessee. Because of the impact on Deloitte & Touche, AT&T requests that the TRA, either directly or by action of the pre-hearing officer, address this issue as soon as possible and order BellSouth to load the CNAM information for Deloitte & Touche.

Respectfully submitted,



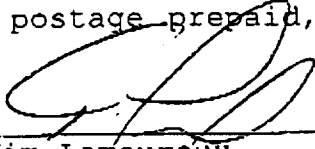
James P. Lamoureux
AT&T Room 4048
1200 Peachtree Street, NE
Atlanta, Georgia 30309
(404) 810-8670

Attorney for AT&T Communications of the
South Central States, Inc.

February 20, 2001

CERTIFICATE OF SERVICE

I, Jim Lamoureux, hereby certify that I have served a copy of the foregoing Request for Emergency Assistance of AT&T on counsel of record, as follows, by depositing a copy of the same in the US mail, postage prepaid, this 20th day of February 2001.



Jim Lamoureux

Guy Hicks (via fax and US Mail)
BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201

Henry Walker
Boult, Cummings, Conner & Berry
414 Union Street, Suite 1600
Nashville, TN 37219

Charles B. Welch, Jr.
Farris, Mathews, Brannan, Bobango, & Hellen, PLC
618 Church Street, Suite 300
Nashville, TN 37219

Joe Werner
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243



BellSouth Interconnection Services
Suite 200
1960 West Exchange Place
Tucker, Georgia 30084

770 492-7590
Fax 770 492-0937
Internet:
Jan.Burris1@bridge.bellsouth.com

Jan M. Burris
Sales Assistant Vice President
AT&T Regional Account Team

February 6, 2001

Ms. Denise Berger
AT&T
Room 12256
1200 Peachtree St. NE
Atlanta, GA 30309

Dear Denise:

This is in response to your letter dated January 17, 2001, regarding AT&T's interface to BellSouth's Calling Name (CNAM) database and the associated upgrade to CONNECT:DIRECT.

As you know, BellSouth has offered to provide AT&T and other CLECs a mechanized process for inputting ported number information into BellSouth's CNAM database at no charge. Additionally, BellSouth has agreed to manually input information regarding specific numbers that are identified by a CLEC into BellSouth's CNAM database while the CLEC acts in good faith to take the steps necessary to implement this mechanized process in a timely fashion. Several CLECs are currently using the process.

BellSouth sent AT&T the forms necessary to initiate the mechanized process in October, 2000. Since that time, AT&T has consistently acknowledged that it intended to pursue this mechanized process, and BellSouth acknowledged these representations in Jan Flint's letter of December 1, 2000. A copy of the letter is attached for your convenience. It was on the basis of these acknowledgements that BellSouth has, on occasion, manually input information regarding specific numbers identified by AT&T into BellSouth's CNAM database.

Six weeks after confirming AT&T's intentions, however, I received your letter informing BellSouth that, although the mechanized process "sounded workable initially, upon further analysis, AT&T has determined that this proposed solution is not a direction we wish to pursue." This statement in your letter was the first indication from AT&T that it was not working toward implementing the mechanized process. BellSouth obviously is disappointed to learn of AT&T's decision, and we urge you to reconsider your position.

In the meantime, BellSouth's offer to manually input certain information into its CNAM database at AT&T's request was contingent upon AT&T's acting in good faith to take the steps necessary to implement the mechanized process in a timely fashion. AT&T obviously has decided not to take such steps. In light of the foregoing, BellSouth will not manually enter the customer name

Exhibit D

and number information included in your e-mail of January 29, 2001, into its CNAM database, nor will BellSouth manually enter any similar information into its CNAM database at AT&T's request. Lastly, contrary to AT&T's assertion, BellSouth is in compliance with all regulatory requirements regarding its CNAM database.

Should AT&T choose to take advantage of the mechanized process at a later date, please contact Sandra Jones.

Sincerely,

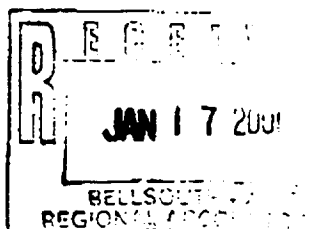
A handwritten signature in cursive script, appearing to read "Greg Terry".

cc: Greg Terry
Bob Bickerstaff

Attachment



Denise C. Berger
Director, Marketing
BellSouth Corporation



1000 Peachtree Street NE
Room 1300
Atlanta, GA 30309
Tel: 404 510 1240
Fax: 404 510 9477
E-Mail: d Berger@att.com

January 17, 2001

VIA FACSIMILE: 770-491-9173
& VIA REGULAR U.S. MAIL

Ms. Jan Burriss
BellSouth Interconnection Services
Suite 200
1960 West Exchange Place
Tucker, GA 30084

RE: CONNECT:DIRECT Upgrade and CNAM Interface

Dear Jan:

The purpose of this letter is to bring BellSouth up-to-date on AT&T's position regarding AT&T's interface to BellSouth's Calling Name (CNAM) database and the associated upgrade to CONNECT:DIRECT.

Because of BellSouth's failure to use a 10-digit Global Title Translation (GTT) dip, AT&T's local customers' business names do not appear on the Caller ID boxes belonging to BellSouth customers. For many AT&T customers, this causes dissatisfaction with AT&T local service. Although BellSouth is working to implement the 10-digit dip, the solution is not fully implemented until November of 2001.

As AT&T discussed this issue with BellSouth initially, BellSouth proposed an interim solution, which was to provide AT&T with access to the BellSouth CNAM database at no charge until the 10-digit dip solution was implemented. In order to access the BellSouth database, AT&T and BellSouth would be required to upgrade the CONNECT:DIRECT interface between the two companies. AT&T would also be required to build an interface to enable us to communicate with BellSouth's CNAM database. Although this suggestion sounded workable initially, upon further analysis, AT&T has determined that this proposed solution is not a direction we wish to pursue. Our reasons are as follows:

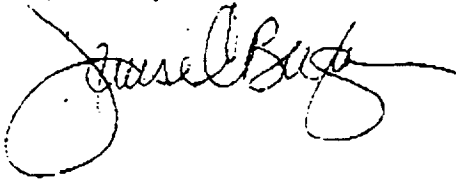
RE: CONNECT:DIRECT Upgrade and CNAM Interface
Page 2

1. The upgrade and the interface will require development dollars on the part of AT&T that are not a part of our current operating budget.
2. Since an interface to BellSouth's CNAM database is not one that AT&T uses for any of its current operations nor have we any plans to use the database in the future, any development dollars spent on this upgrade would not have a long-term benefit to AT&T.
3. The costs to AT&T for an interface to BellSouth's CNAM database would not be recoverable and would be throw-away work.

Because the problem is caused by BellSouth's inability to do the appropriate industry-supported dips, AT&T expects BellSouth to continue to support AT&T's customers' needs. As we see it, BellSouth must continue to support AT&T's customers, just as BellSouth has done since this problem was uncovered. This will require AT&T to identify customers and deliver the customer information to BellSouth. BellSouth will then input the customer's information into the BellSouth Calling Name database. Once BellSouth delivers the permanent solution, then BellSouth will delete the AT&T customer information from the database.

I look forward to your response by January 24, 2001, confirming that BellSouth will continue to support the current work-around and load AT&T customer information into its CNAM database until the permanent solution is delivered region-wide.

Sincerely,



cc: Greg Terry
Bob Bickerstaff

CERTIFICATE OF SERVICE

I hereby certify that on March 22, 2001, a copy of the foregoing document was served on the parties of record, via the method indicated:

☐ Hand
☒ Mail
☐ Facsimile
☐ Overnight

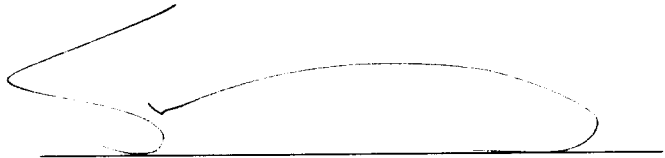
James Lamoureux, Esquire
AT&T
1200 Peachtree St., NE
Atlanta, GA 30309

☐ Hand
☒ Mail
☐ Facsimile
☐ Overnight

Henry Walker, Esquire
Boult, Cummings, et al.
P. O. Box 198062
Nashville, TN 37219-8062

☐ Hand
☒ Mail
☐ Facsimile
☐ Overnight

Charles B. Welch, Esquire
Farris, Mathews, et al.
618 Church Street, #300
Nashville, TN 37219

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line.